

# **Town of Lauderdale-By-The-Sea**



## **REQUEST FOR QUALIFICATIONS No. 11-05-01**

**RFQ FOR CONTINUING CONTRACT FOR  
PROFESSIONAL SERVICES FOR MUNICIPAL  
CONSTRUCTION, REPAIR & MAINTENANCE  
PROJECTS**

**RFQ OPENING: Monday, June 6, 2011, 2:00 P.M.**

Town Hall  
4501 Ocean Drive

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**I.**

**INTRODUCTION**

**N/NATURE OF THE WORK**

Pursuant to Florida Statutes, Chapter 287.055(2) (g) (Qualified Firms Competitive Negotiations Act), the Town of Lauderdale-by-the-Sea, Florida invites qualified firms to submit their qualifications and experience for consideration to provide:

**CONTINUING PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR, & MAINTENANCE PROJECTS**

A. The Town intends to retain firms, pursuant to continuing contracts, that are fully qualified to provide professional services on municipal projects in the following disciplines:

- engineering;
- traffic engineering;
- landscape architecture and urban design;
- mapping and surveying,

B. The professional services to be obtained relate to municipal construction, maintenance and repair projects and are broadly categorized as, but are not limited to:

- the design, development, redevelopment, repair, and maintenance of roadways, lighting, streetscape, stormwater, drainage, parks, Town building and facilities, sanitary sewer, lift stations and other utilities;
- land surveying;
- site planning and evaluation;
- preparation of plans, reports, and analyses;
- right-of-way and traffic engineering;
- permitting;
- specifications and/or bid preparation;
- construction management, supervision, inspection and administration.

Projects and assignments may be planned, unplanned, or emergencies.

C. Periodically, the Town, will provide a scope of services for a specific project or assignment and request a proposal from firms in the appropriate discipline(s) for that assignment or project that have been deemed to be qualified through this RFQ process to provide professional services for that project or assignment. The Town will initiate negotiations with one or more of the firms that submit proposals that are responsive to any one or more of the above categories of expertise.

D. The Town reserves the right to compose a team or teams from the qualified firms to provide proposals on certain projects that require a multi-disciplinary set of skills. In

such cases, the Town will determine which firm shall serve as project manager for each team. The firm assigned as project manager would be expected to prepare the proposal for the project in consultation with the other firms on their team. The contract for the project would be with the firm designated as project manager of the team that is awarded the project.

**II.**

**ANTICIPATED**

**TERM**

Professional services under this(these) contract(s) are anticipated to be for an initial term of three years, with an option for two one-year extensions each at the Town's option to renew. .

**III.**

**CCNA LIMITS**

Services and related design for any particular project cannot exceed \$200,000 in study costs and/or \$2,000,000 in construction costs unless those statutory limitations are modified and enacted into law by the State of Florida. In the event that the statutory limits are decreased, the new limits shall automatically apply to the contract. In the event that the statutory limits are increased, the Town may seek an amendment to the contract to reflect the higher limits.

**IV.**

**SUBMITTAL**

**DEADLINE**

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed responses to the RFQ until 2:00 P.M. (local), Monday, June 6, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. Responses should be clearly marked "RFQ 11-05-01 Continuing Professional Services".

**The Town's contact information for this RFQ is:**

**Town Clerk**

4501 Ocean Drive  
Lauderdale-by-the-Sea, Florida 33308  
Telephone: 954-776-0576  
Fax: 954-776-1857  
Email: [junew@lbts-fl.gov](mailto:junew@lbts-fl.gov)

RFQ documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at [www.lbts-fl.gov](http://www.lbts-fl.gov) and on [www.Demandstar.com](http://www.Demandstar.com). Potential respondents may also obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals or to cancel this RFQ. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Respondent fails

to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a proposal.

## **V.**

## **MINIMUM**

### **REQUIRED EXPERIENCE & QUALIFICATIONS**

In order to be deemed qualified, responding firm(s) or individuals must have the following minimum experience, and licenses and/or certifications. Respondents must be currently licensed to practice in the State of Florida.

Engineering firms and traffic engineering firms must be duly licensed to practice engineering as required by Florida Statutes, Chapter 471 and have at least fifteen (15) years of experience in providing engineering services to local governments. The principal from the engineering firm who will be assigned to manage the Lauderdale-by-the-Sea contract must personally be a registered professional engineer the State of Florida and must provide his or her license number in the response. The principal Traffic Engineer who will be assigned to the Lauderdale-by-the-Sea contract must also be a registered professional engineer in the State of Florida and provide his or her license number in the response. In addition, the principal of the traffic engineering firm or the Traffic Engineer who shall be assigned to the contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner (PTP) by the Institute of Transportation Engineers (ITE) and provide their certificate number in the response. Additional certification as a Professional Traffic Operations Engineer (PTOE) is desirable

Landscape architecture firms must have at least ten (10) years of previous experience in streetscape and park design and be licensed to practice landscape architecture as required by the Florida Statutes, Chapter 481.

Surveyors must be licensed to practice surveying and mapping as required by Florida Statutes, Chapter 472 and have a minimum of fifteen (15) years experience.

If a firm has not been in existence for the required number of years, but the principals who are proposed to be assigned to the Town's contract have the requisite experience with another firm, that experience may substitute for the required experience.

## **VI. CONTINUING CONTRACT/AGREEMENT**

- A. After selection of specific Respondents deemed qualified by a selection committee (Qualified Firms), and after successful negotiation of a proposed Agreement(s), the proposed Agreement(s) shall be presented to the Town Commission with a recommendation for award. Any award made shall be subject to execution of a contract in a form and substance which is approved by the Town Attorney. The Agreement shall be in the form of a continuing contract and shall include, but not be

limited to, the following matters: (a) The services to be provided by the Qualified Firm pursuant to the Agreement shall be nonexclusive and nothing therein shall preclude the Town from engaging other firms to perform the same or similar services for the benefit of the Town within the Town's sole and absolute discretion. (b) The Agreement will include provisions for termination for cause by either party and for the convenience of the Town. (c) The Qualified Firm shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

- B. The Qualified Firm shall at any time it is doing work for the Town carry insurance in the amounts and descriptions listed in Section VII, paragraph 7 of this RFQ. The Town shall be named as an additional insured on each of the liability insurance policies to the extent authorized by law and evidence of such endorsements shall be provided to the Town prior to the commencement of any work for the Town. Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Town at least 30 days prior to the effective date of cancellation or modification.
- C. Each Qualified Firm shall be required, pursuant to Chapter 287, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" (form is attached at the end of this RFQ) prior to the execution of a contract resulting from this Request for Qualifications. By executing this sworn statement, the Qualified Firm is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Qualified Firm shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the Town. In the event of such termination, the Town shall not incur any liability for any work or materials furnished by the Qualified Firm.
- D. Qualified Firm shall indemnify, defend, and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Qualified Firm and persons employed or utilized by the Qualified Firm in the performance of the Agreement.
- E. The Qualified Firm shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Qualified Firm shall, at its own expense, indemnify, defend and hold harmless the Town against any claim, suit or proceeding brought against the Town which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Qualified Firm shall pay all damages and costs awarded against the Town in such matter.
- F. The contract between the Qualified Firm and the Town shall provide that the completion time will be as specified in work authorizations approved by the Town

and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the scope of services in the work authorization.

- G. The Agreement will provide for the Town to designate a Contract Administrator for each project or assignment, who shall be the Town's point of contact for the project or assignment. The Contract Administrator may prepare a scope of services for each new assignment, upon which the Qualified Firm may be required to submit a proposal for performance of the work of a specified nature which has been outlined in the continuing contract.

## **VII. EVALUATION OF PROPOSALS:**

- A. An Evaluation Committee will be established by the Town Manager to review and evaluate all submittals in response to this RFQ.
- B. The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a proposal.
- C. The Committee will then evaluate the submittals based on the following criteria and select the firms whose submittals are determined to be the most advantageous to the Town. This selection will be brought to the Town Commission for approval and authorization to begin contract negotiation with the top-ranked firm(s).
- D. Criteria: The following criteria, not necessarily listed in order of importance will be used to evaluate the submittals. Not all of these criteria will apply to each discipline for which professional services are sought.
  - a. Respondent's number of years in business.
  - b. Respondent's in-house expertise and applicability for the required services, including the demonstrated experience of the key officers and individuals proposed to be assigned to the Town contract.
  - c. The scope, breadth, depth and quality of experience and past performance record on projects of similar type, size, quality and scope in Florida and elsewhere. Experience in completing projects and providing services similar to those required by the Town as demonstrated in project/service history descriptions.
  - d. Is the Respondent a licensed general contractor with expertise in alternative delivery methods, such as design-build and Construction Management at Risk. This experience in alternative delivery is not required for award, particularly for a contract to provide general civil engineering, but is considered by the Town to be advantageous.
  - e. Ability of the Respondent to fully provide services in one or more of the disciplines sought in this RFQ with in-house resources and the availability

of those resources. Respondent's dependence on outside contractors and the qualifications, licenses and references for any proposed sub-consultants may be considered.

- f. Respondent's ability to provide all services required in a timely manner, including Respondent's ability to respond quickly, efficiently and cost-effectively.
- g. Respondent's familiarity and success with permitting agencies and permitting procedures in South Florida.
- h. The sufficiency of Respondent's staff to provide the required services.
- i. Past performance on Town projects (if applicable - previous employment or contractual experience with the Town is not required).
- j. The location of the firm and the place from which the work is to be performed.
- k. Other factors considered relevant to analyze Respondent's expertise including as authorized or required by Florida Statutes.

The award will be to the firm(s) whose submittal complies with all material requirements set forth in this RFQ and whose statement of qualifications, in the opinion of the Town, is the best, taking into consideration all aspects of the Respondent's response.

## **VIII.**

## **ETHICS**

With respect to this transaction or submittal, if any Respondent or Consultant violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the services for which the submittal or proposal is submitted and may be further disqualified from submitting any future submittals or proposals for goods or services to Town.



# PROFESSIONAL SERVICES ON CONTINUING CONTRACTS FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

## Part I – Statement of Work

<b>IX.</b>	<b>OF WORK</b>	<b>DESCRIPTION</b>
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**A. GENERAL INFORMATION ABOUT THE TOWN'S PROJECTS**

The Town of Lauderdale-By-The-Sea is a seaside community with a permanent population of about 6,000 that increases to about 11,000 during the winter season. The Town anticipates undertaking a wide variety of capital, maintenance and redevelopment projects that require professional services in a variety of disciplines to provide study, conceptual or pre-design, design, construction, and project close-out phase services on various projects.

The Town implements or intends to implement various projects including but not limited to:

- Streetscapes, roadways and parking lot construction or reconstruction;
- Parks and recreational facilities development/upgrades/refurbishments;
- Burial of utilities;
- Traffic engineering solutions;
- Gravity sewer main repair or replacements;
- Lift station and/or force main repair or replacement;
- Storm water and drainage projects;
- Seawall repair or replacement;
- Neighborhood improvements and aesthetic enhancements;
- Emergency repair or reconstruction projects
- Mapping and/or surveying;
- Street lighting, pedestrian lighting, and/or other lighting projects;
- Energy efficiency projects;
- Construction of buildings.

**B. SCOPE OF WORK**

The scope of services to be provided by the Qualified Firm(s) under a contract may include, but is not limited to, the following:

- a. Prepare preliminary or feasibility design reports and/or design alternative recommendations. This may include preparation of conceptual designs, various types of utility modeling, surveying, field data analysis, estimates of probable construction cost and life-cycle cost analyses.
- b. Organize and attend meetings with and/or make presentations to elected officials, Town management, homeowners associations, business

# **PROFESSIONAL SERVICES ON CONTINUING CONTRACTS FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

## **Part I – Statement of Work**

associations, and other interested stakeholder groups as requested by the Town. Prepare recommendations for appropriate community outreach components and processes for project development.

- c. Conduct and/or attend pre-design, design, bidding and bid award meetings for which the Town deems attendance is required.
- d. Prepare required bidding/construction documents for the project(s). This may include the preparation of surveys, design plans, technical specifications, cost estimates, permit applications to government agencies, and other related contract documents.
- e. Assist in evaluating bids and making bid award recommendations for construction contract(s).
- f. Provide engineering, management, administration, inspection and value engineering services for projects during construction. This may include responding to contractor's Requests for Information, shop drawing/contractor submittal review and approval, inspection and approval of project improvements or progress, certification of projects from various permitting entities, possible field revisions, and review and approval of contractor pay applications. Evaluate and make recommendations on change orders.
- g. Provide project close-out services. This may include inspection, preliminary and final acceptance of projects, preparation and approval of punch list items, providing as-built record drawings, operation and maintenance manuals, and project certification as required to all permitting agencies.
- h. Identify possible grant funding opportunities and writing grant applications or portions thereof for submittal to appropriate agencies.
- i. Act as the Town's designated representative and engineer for various governmental engineering functions including review of development proposals and issuing comments related to compliance with relevant Town Codes, participation in Design Review Committee, issuance or recommendations for issuance of various Town permits, attendance at meetings as requested by the Town.

## **C. DELIVERABLES:**

Deliverables will be defined in each work order or project assignment.

# CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

X.

RFQ GENERAL

## INFORMATION

### A. DEFINITIONS

For the purposes of this Request for Proposals (RFQ):

**Respondent** shall mean the contractor, Qualified Firm, respondent, organization, firm, or other individual submitting a response to this RFQ.

**Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

**Qualified Firm** shall mean a Respondent who is deemed by the Town to be among those Respondents to be best qualified to perform the professional services described in this RFQ.

**Contact information** for the purpose of this RFQ shall mean:

**Town Clerk**  
**4501 Ocean Drive**  
**Lauderdale-by-the-Sea, Florida 33308**  
**Telephone: 954-776-0576**  
**Fax: 954-776-1857**  
**Email: [junew@lbts-fl.gov](mailto:junew@lbts-fl.gov)**

### B. INCURRED EXPENSES

The Town is not responsible for any expenses which Respondents may incur preparing and submitting their qualifications called for in this Request for Qualifications or for any expenses related to any presentation by Respondents, whether requested by the Town or otherwise.

### C. INQUIRIES

The Town will not respond to oral inquiries. Respondents may mail, electronic mail or fax written inquiries for interpretation of this RFQ to the attention of the Town Clerk. Please mark the correspondence "RFQ No. 11-05-01 QUESTION".

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will email, mail or fax written addenda to any potential Respondent who has provided their contact information to the Clerk. Although the

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

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Town will make an attempt to notify each prospective Respondent of any addendum or change in requirements or dates, it is the sole responsibility of a Respondent to remain informed as to any changes to the RFQ.

D. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Respondents of all changes in scheduled due dates by written addenda.

E. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

F. PROPOSAL SUBMISSION

Respondents shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea

RFQ No. 11-05-01

Project: Continuing Professional Services for Municipal Construction,  
Repair and Maintenance Projects

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the Respondent.

Due to the irregularity of mail service, the Town cautions Respondents to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Respondents may withdraw their proposals by notifying the Town in writing at any time prior to the opening. Proposals, once opened, become property of the Town and will not be returned.

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

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## **G. ACCEPTANCE/REJECTION/MODIFICATION TO SUBMITTALS**

The Town reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the proposals.

## **H. ADDENDUM OR AMENDMENT TO REQUEST FOR QUALIFICATIONS:**

If it becomes necessary to revise or amend any part of this RFQ, the Town will furnish the revision by written Addendum and distribute as described in Section "C" above.

## **I. ALTERNATE PROPOSALS:**

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFQ which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Respondent, which differs in some degree from the prior proposal or from this RFQ. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFQ. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

## **J. PUBLIC RECORDS**

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Respondent's responsibility to become familiar with these concepts. The contract will include a provision wherein the Respondent releases and agrees to defend, indemnify, and hold harmless the Town and the Town's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records.

## **XI.**

### **FORMAT & CONTENT**

## **PROPOSAL**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Respondents shall use the proposal forms provided by the Town herein. These forms may be duplicated. Failure to use the forms may cause

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

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your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Respondent in ink. All information submitted by the Respondent shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. .

Respondents shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in one or two pages, the following information:

- a. Briefly state for which discipline(s) listed on page 1, paragraph 1 of this RFQ they are submitting their qualifications.
- b. Which types of professional services they are qualified and willing to perform pertaining to those listed on page 1, paragraph #2 of this RFQ.
- c. Give the name of the person(s) who will be authorized to make representations for the Respondent, their titles, addresses and telephone numbers.
- d. Provide a statement that the business is licensed, permitted and/or certified to do business and practice a specific discipline, or is a design-build firm (as applicable) in the State of Florida and attach copies of all such licenses issued to the business entity.
- e. Include any supplemental materials which might enhance the Town's understanding of the firm and its capabilities and experience in light of the qualification evaluation criteria.

An official legally authorized to negotiate and execute a contract on behalf of the Respondent must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Respondent's agency/firm, address, telephone number, name of contact person, date, and the RFQ no.11-05-01, professional services for municipal construction, repair & maintenance projects

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Respondent, including the size, range of activities, and experience providing similar services.

Each Respondent must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.

# CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS

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- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals who will work on the Town's projects.
- Identify the person(s) who will be the Town's primary contact and provide the person(s') background, training, experience, qualifications and authority.
- Completed RFQ Forms A, B, and C. All RFQ forms are included as exhibits this document.

## 5. Experience

Firms or individuals interested in performing these professional services must display considerable relevant experience with the specified type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

The Respondent must describe its expertise and experience in providing professional services similar to those described on page 1 of this RFQ. Respondent should note work that the firm has done within the past ten (10) years for other governmental entities; describe the work performed, the year and amount of time the firm was engaged; provide references for such work and include contact information for those references.

## 6. References:

Please provide a list of four (4) clients or business references, with whom we may speak during the evaluation phase, which have utilized the services being proposed to the Town or transacted similar business with respondent. Include: name, address, and contact information (email and/or telephone number). See Form B.

## 7. Insurance:

Provide evidence of Respondent's current insurance coverage in the following areas and a statement that the Respondent commits to, and is able to, obtain and provide proof of, insurance meeting or exceeding the following requirements:

**Workmen's Compensation Insurance:** Florida statutory requirement.

# CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS

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**Comprehensive General Liability Insurance** : \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.

**Professional Liability Insurance**: \$1,000,000 per incident.

**Automobile Liability Insurance**: \$500,000 per occurrence for Bodily Injury and Property Damage, Hired & Non Owned Auto Liability.

8. Attached Forms

- a. The attached Sworn Statement regarding Public Entities Crimes (PEC) and Americans with Disabilities Act Non-Discrimination Statement (ADA), Business Entity Affidavit and Respondents Certification Form must be completed and submitted with statement of qualifications. (Forms are attached at the end of this RFQ)
- b. Respondent shall attach a written statement that recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-by-the-Sea (the "Town") shall have a financial interest directly or indirectly in this RQ, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent, and further, that no such Town employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the Town.

9. Compensation

The proposal shall not include rates or fees for any goods and/or services.

10. Respondent's Certification Form:

Each Respondent shall complete the "Respondent's Certification" form included as RFQ Form C and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

11. Representations and Warranties

In submitting a proposal, Respondent warrants and represents that:



# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

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- a. Respondent has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent has discovered in this RFQ and any addenda thereto, and the written resolution thereof by the Town is acceptable to Respondent.
- b. The RFQ is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
- c. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in this RFQ or related contract.

## **XII.**

## **SELECTION**

### **PROCESS & EVALUATION CRITERIA**

#### **1. Irregularities; Rejection of Proposals**

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals, or to cancel this RFQ. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a proposal.

#### **2. Interviews:**

The Town wishes to avoid the expense to the Town and to Respondents of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. The Town, however, reserves the right to conduct personal interviews or require presentations prior to selection if the Town deems this is necessary in order to select its top-ranked firms. The Town will not be liable for any expenses which Respondents may incur in connection with a presentation to the Town or related in any way to this RFQ.

#### **3. Request for Additional Information:**

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

The Respondent shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as

well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

#### **4. Evaluation Method and Criteria**

- a. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Respondent, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Respondents. The Town's decisions will be final.
- b. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:
  - 1. qualifications of Respondent;
  - 2. availability of qualified personnel;
  - 3. expertise of personnel who will be assigned to the Town's work;
  - 4. experience in similar projects and assignments to those contemplated by the Town;
  - 5. sufficient resources to accomplish the work;
  - 6. performance on past contracts with the Town and other governmental jurisdictions;
  - 7. feedback from references;
  - 8. related experience in Florida;

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

## **RFQ FORM A**

Respondent: \_\_\_\_\_

### **QUALIFICATIONS STATEMENT**

**Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.**

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals and entities that do business under the trade name.)
  - 1.1. The correct and full legal name of the Respondent is:
  - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
  - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. The office that will serve this contract is located:
5. Company telephone number, fax number and e-mail addresses:
6. Number of employees:
7. Name of employees to be assigned to the Town's work and professional certifications or licenses and certification or license numbers or identification:
8. Company identification numbers for the Internal Revenue Service:
9. Provide Broward County occupational license number, if applicable, and expiration date:

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

10. How many years has your organization been in business? Does your organization have a specialty?
11. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
12. Have you ever failed to complete any work awarded to you? If so, where and why?
13. Provide the following information concerning all contracts in progress as of the date of submission of this Proposal for your company, division or unit as appropriate.

<b>Name of Project</b>	<b>Contract with:</b>	<b>Contract Amount</b>	<b>Estimated Completion Date</b>	<b>% Completion of Completion to Date</b>

*(Continue list as necessary)*

14. Provide the following information for any subcontractors you will engage if awarded the contract. The list of subcontractors may not be amended after award of the contract without the prior written approval of the Town Manager

<b>Subcontractor Name</b>	<b>Address</b>	<b>Work to be Performed</b>

*(Continue list as necessary)*

# CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

## RFQ Form B

Respondent: \_\_\_\_\_

### **REFERENCE FORM**

Forms A, B & C are available in WORD format from the Town Clerk upon request.

**THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.** The Respondent guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses, telephone numbers, and email addresses of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFQ:

1. Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Email address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_
2. Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Email address \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_
3. Name of Contact \_\_\_\_\_  
Title of Contact \_\_\_\_\_  
Email address \_\_\_\_\_

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR  
MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

4. Name of Contact \_\_\_\_\_

Title of Contact \_\_\_\_\_

Email address \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

# **CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

## **RFQ Form C**

Respondent: \_\_\_\_\_

### **RESPONDENT'S CERTIFICATION**

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.**  
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFQ") and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Respondent hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or agents to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Respondent is interested in said proposal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public

**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR  
MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

Town of Lauderdale-By-The-Sea RFQ No. 11-05-01

entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Qualified Firm under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_  
Name of Respondent

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Mailing Address



THE TOWN OF LAUDERDALE-BY-THE-SEA  
Request for Qualifications  
RFQ 11-05-01

Pursuant to Florida Statutes, Chapter 287.055(2) (g) (Qualified Firms Competitive Negotiations Act), the Town of Lauderdale-by-the-Sea, Florida invites qualified firms to submit their qualifications and experience for consideration to provide:

CONTINUING PROFESSIONAL SERVICES FOR MUNICIPAL CONSTRUCTION,  
REPAIR, & MAINTENANCE PROJECTS

Sealed responses to the RFQ will be received until 2:00 P.M. (local), Monday, June 6, 2011, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. Responses should be clearly marked "RFQ 11-05-01 Continuing Professional Services".

RFQ documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at [www.lbts-fl.gov](http://www.lbts-fl.gov) and on [www.Demandstar.com](http://www.Demandstar.com). Potential respondents may also obtain the documents by contacting the Town Clerk.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals or to cancel this RFQ. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Respondent fails to submit any required documentation, if the Respondent is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a proposal.

SunSentinel: May 14, 2011



May 26, 2011

**ADDENDUM NO. 1, RFP 11-01-01**

**RFQ FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR  
MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

To All Interested Firms:

Attached are the Public Entity Crimes, Business Affidavit and Disability Non-Discrimination Forms that are to be returned with responses.

The remainder of the RFQ is unchanged at this time.



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).  
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_  
(print this individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting statements)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and if applicable whose Federal Employer Identification Number (FEIN) is

\_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. **AND** (Please indicate which additional statement applies).

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND

THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

City of \_\_\_\_\_

STATE OF FLORIDA

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ who is Personally known to me \_\_\_\_\_

Or who produced identification - \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Signature) Notary Public—State of Florida

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

My commission expires \_\_\_\_\_ (SEAL)

## BUSINESS ENTITY AFFIDAVIT

The information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address\* of the person OR entity (consultant) contracting or transacting business is:

\_\_\_\_\_  
(name)

\_\_\_\_\_  
\_\_\_\_\_  
(address)

2. If the contract or business transaction is with a Corporation\*\*, provide the full legal name, title, and business address\* and title for each officer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If the contract or business transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If the contract or business transaction is with a Trust, provide the full legal name and address\* for each trustee and each beneficiary. All such names and addresses are:

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6. The full legal name and business addresses\* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction are:

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7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

President: \_\_\_\_\_ President: \_\_\_\_\_

Vice-Pres: \_\_\_\_\_ Vice- Pres: \_\_\_\_\_

Secretary: \_\_\_\_\_ Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_ Treasurer: \_\_\_\_\_

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\* Post Office Box addresses not acceptable.

\*\* If a Joint Venture, list this information for each member of the Joint Venture



## **DISABILITY NONDISCRIMINATION AFFIDAVIT**

That the above named entity is in compliance with, and agrees to continue to comply with, and assures that any subcontractor, or third party contractor under a contract complies with all applicable requirements of the laws listed below including, but not limited, those provisions pertaining to employment, provision of the programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 42 U.S.C. Section 1612

The Fair Housing Act, as amended, 42 U.S.C. Section 3601-3631



May 31, 2011

**ADDENDUM NO. 2, RFP 11-05-01**

**RFQ FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES FOR  
MUNICIPAL CONSTRUCTION, REPAIR & MAINTENANCE PROJECTS**

To All Interested Firms:

Revise Section V. REQUIRED EXPERIENCE & QUALIFICATIONS, second paragraph to read:

“Engineering firms and traffic engineering firms must be duly licensed to practice engineering as required by Florida Statutes, Chapter 471 and have at least fifteen (15) years of experience in providing engineering services to local governments. The principal from the engineering firm who will be assigned to manage the Lauderdale-by-the-Sea contract must personally be a registered professional engineer the State of Florida and must provide his or her license number in the response. The principal Traffic Engineer who will be assigned to the Lauderdale-by-the-Sea contract must also be a registered professional engineer in the State of Florida and provide his or her license number in the response. In addition, the principal of the traffic engineering firm or the Traffic Engineer who shall be assigned to the contract by a multi-disciplinary firm must be currently certified as a Professional Transportation Planner (PTP) **or Professional Traffic Operations Engineer (PTOE)** by the Institute of Transportation Engineers (ITE) and provide their certificate number in the response.”

And striking:” Additional certification as a Professional Traffic Operations Engineer (PTOE) is desirable.”

The remainder of the RFP is unchanged at this time.